



## CITY OF LODI

## COUNCIL COMMUNICATION

AGENDA TITLE: Approval of Agreement Between City of Lodi and Tokay Radio Control Modelers for Use of Pixley Park Site

MEETING DATE: February 3, 1999

PREPARED BY: Parks and Recreation Director

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RECOMMENDED ACTION: That the City Council approve the agreement between the City of Lodi and Tokay Radio Control Modelers for Use of Pixley Park Site.

BACKGROUND INFORMATION: The Tokay Radio Control Modelers has been using the Pixley Park site since 1974 to fly remote control airplanes. To date, the club has put over \$22,000 in development to the site including a relocation of the runway in 1997. The club has had a long-standing relationship with the Parks and Recreation Department and staff is recommending a renewal of the agreement effective February 3, 1999 to December 31, 2001.

FUNDING: None. The club provides any needed improvements to the site.

A handwritten signature in black ink, appearing to read "Ron Williamson".

Ron Williamson  
Parks and Recreation Director

RW/sb

Attachment

cc: City Attorney  
Tokay Radio Control Airplane Club

APPROVED: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "H. Dixon Flynn".  
H. Dixon Flynn -- City Manager

01/26/99

## TOKAY R/C MODEL AIRPLANE CLUB

### HISTORY OF OPERATIONS

The Tokay Radio Control Airplane Club (TRCM) was organized in March 1971 under the umbrella organization Lodi Model Association which consisted of the Escadrille U-Control Model Airplane Club, R/C Model Car Club, The R/C Boat Club and the Society of Lodi Area Rocketeers.

The original organization "Escadrille U-Control Model Club was founded in January 1968.

The Tokay R/C Airplane Club was located in Ponding Basin C-1 (Pixeley Park) in December 1974 over 24 years ago. The City Of Lodi provided a 45' X 300' runway.

The Club made many improvements to the site over the years and in June of 1990 paved the runway and pit areas at a cost to the club of over \$12,000.00.

In September of 1997 because of the industrial build-up around Pixeley Park, the Club decided to move it's site from the lower Ponding area to the upper part of Pixeley Park to give it better flying area and minimize interference with local business. This relocation effort has cost the club to date over \$9550.00.

Our current plans are to have water stubbed into the Park and install a sprinkler system currently under design. The intent is to provide grassy areas for spectators and the installation of a 70'x 550' grass runway adjacent to our paved runway.

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The Club plans to make Pixeley Park a recognized national flying site by the American Model Association (AMA) which provides Club members with a one million dollar umbrella liability policy with the City named as additional insured.

TRCM now has a membership of over 110 individuals ranging from the ages of 11 to 78 years young. The Club has several WWII fighter pilots that continue their dream of flying with model airplanes. Another club member won the Nation Scale Model Championships, the equivalent of a Gold Medal in model airplane building. One of the clubs 15-year-old members is rapidly becoming recognized as one of the outstanding aerobatic pilots in the western states. Competition flying against clubs from Sacramento, Roseville Woodland, Yuba City, Manteca and other Northern California City's is outstanding winning 1<sup>st</sup> places in Gold, Silver and Bronze classes. Airplanes built and flown by Club members were also featured in magazines published in England, France and Japan.

The Clubs long-range plans are to develop a strong youth program. Recently it conducted model airplane building classes under a Parks and Recreation Department Program. We now have additional 15 potential club members learning to fly every Monday evening at Pixeley Park.

The Tokay R/C Airplane Modelers wants to continue improving its relationship with the Parks and Recreation Department and the City of Lodi. It wants to continue improving Pixeley Park as a place for modelers to enjoy and members of the community to enjoy the grass, trees and picnic benches while watching club members fly their complicated and scale model airplanes.

**AGREEMENT**  
**USE OF PIXLEY PARK SITE BY**  
**TOKAY RADIO CONTROL MODELERS**

**PARTIES:**

This agreement is made by and between the City of Lodi, a municipal corporation ("City") and the Tokay Radio Control Modelers ("RC Modelers").

The term of this agreement is three years. The effective date of this agreement is January 1, 1999 and it shall remain in effect until December 31, 2002.

**RECITALS:**

The City is the owner of the parksite commonly known as Pixley Park, which is located on Beckman Road in the City of Lodi. It is City's intent to develop Pixley Park as a park, but as of the date of this agreement City has not done so.

In entering into this agreement it is the intent of the parties that any use of the premises by RC Modelers is temporary in nature and that said temporary use shall in no manner interfere, delay or hinder City's future development of a park at the Pixley Park site.

**TERMS AND CONDITIONS:**

1. **Premises:** City grants to RC Modelers the right to use that portion of Pixley Park described in Exhibit A for the operation of remote control model aircraft.
2. **Consideration:** In consideration for the use of said premises RC Modelers shall do the following:
  - a. Any and all improvements to the premises to be constructed or otherwise placed upon said premises by RC Modelers shall be subject to prior approval by City;

- b. RC Modelers shall maintain the premises in a clean condition by removing trash and other debris (not including weeds and grass), from the premises;
- c. RC Modelers shall take all reasonable steps to prevent their activities on said premises from causing a nuisance, annoyance or other harm to any and all persons or entities who own or occupy neighboring properties and this shall include, but not be limited to, prohibiting model aircraft from flying over any neighboring building and/or occupied property.

3. **Insurance\Hold Harmless:** City shall, as owner of the property, be responsible to the extent provided by law for any damages arising from the condition of the property itself, or from the direct and active negligence of City's employees and officers. RC Modelers shall save, defend, indemnify and hold harmless City, its officers, agents or employees from all damages, costs or expenses which may arise because of damages or injury caused by RC Modelers, its officers, agents, members or employees during the course of its activities on said premises. Such indemnity shall include attorney's fees. RC Modelers is required to carry a policy of comprehensive general liability insurance in compliance with all provisions of the "Risk Transfer Requirements for Lease or Use of City of Lodi Facilities", attached hereto as Exhibit B and incorporated herein by reference.

4. **Compliance With Local Ordinances:** RC Modelers agrees to meet any and all requirements as found in local codes or ordinances and to obtain all necessary permits, clearances and approvals from City, County or State officials prior to conducting any improvements, events or other activities on said premises.

5. **Disposition of Improvements:** It is agreed that any and all fixtures or other nonremovable improvements placed upon the premises by RC Modelers may be left on the premises upon termination of this agreement. It is further agreed that RC Modelers shall seek no reimbursement, damages or other consideration from City for the value, if

any, of any and all such fixtures or other nonremovable improvements that may be left on the premises upon the termination of this agreement.

6. **Termination of Agreement:** This agreement may be terminated at any time with or without cause by either party upon thirty days notice.

7. **Entire Agreement:** This document contains the entire agreement between the parties. Any inconsistent prior or contemporaneous oral terms are void and shall not be used to modify or supplement this written agreement.

IN WITNESS WHEREOF, the parties hereto, being in agreement with the terms of this writing, have set their hands as follows:

CITY OF LODI, a municipal corporation

TOKAY RADIO CONTROL MODELERS

\_\_\_\_\_  
H. DIXON FLYNN  
City Manager

\_\_\_\_\_  
Darrin R. Graviet  
President


Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_  
ALICE M. REIMCHE  
City Clerk

  
\_\_\_\_\_  
RANDALL A. HAYS  
City Attorney

**CITY OF LODI  
RISK TRANSFER REQUIREMENTS FOR LEASE OR USE OF CITY FACILITIES**

The City of Lodi has made arrangements with the American Casualty Company to provide commercial general liability coverage for various types of special events which may be permitted on City property or rights-of-way. This inexpensive insurance program has been designed to meet the special needs of the City. It will be mandatory in most cases, for any individual party or group to purchase this coverage as a condition for conducting their event on City facilities.

If insurance coverage is not purchased from the program described above, the following Risk Transfer Requirements must be met.

1. Any individual party or group (hereinafter called Lessee) leasing, renting or otherwise using City of Lodi facilities, is required to carry a policy of Comprehensive General Liability insurance, and must complete a formal application or permit. Processing of applications is handled by the department responsible for the facility.
2. A duplicate or certificate of insurance shall be delivered to the City TWO WEEKS prior to the use of City facilities.

NOTE: Lessee agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is as lease consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Govt. Code < 810 et seq.).

"Claims made" coverage requiring the insured's to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

3. Each insurance certificate shall contain satisfactory evidence that each carrier is required to give the City of Lodi immediate notice of the cancellation or reduction in coverage of any policy during the effective period of the use of the City's facilities.
4. Each insurance certificate shall state on its face or as an endorsement, the location or and a description of the function that it is insuring.
5. If the City has not approved the insurance certificate and appropriate application or permit prior to the commencement of any portion of the function, the City's facilities will not be allowed to be utilized, and any contract or agreement entered into will become null and void.
6. Provided the lease agreement or contract does not prohibit a subtenant, all provisions of these requirements shall apply to and be construed as applying to any subtenant of the Lessee.
7. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.
8. In each and every instance, the City of Lodi must be named as an additional insured on the face of the insurance certificate or as an endorsement attached to the insurance certificate. (The City of Lodi, its agents, officers, and employees, must be named the additional insured, not Hutchins Street Square, Parks and Recreation, or another individual or department).

9. The address of the City of Lodi must be shown along with number 8 above, (i.e. Additional Insured, City of Lodi, its agents, officers, and employees, 221 W. Pine Street, Lodi, Ca. 95240) This must be the street address NOT the post office box.
10. In addition to the Additional Names Insured Endorsement on Lessee's policy of insurance, said insurance policy shall be endorsed to include the following language or reasonable facsimile:  
"Such insurance as is afforded by the endorsement for the Additional Insured's shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."
11. The combined single limits for bodily injury and property damage shall not be less than \$1,000,000 each occurrence. If alcohol is to be consumed or sold at the Lessee's event, then liquor liability coverage must be provided.
12. The Policy effective date and expiration date must coincide with and span the date(s) of the event being insured.
13. If the limits of coverage are not the amounts specified in Section 10 and 11 above and/or if the City is not named as an additional insured on the insurance certificate, not in conformance with the requirements of paragraph 2 above, the City will not accept the insurance certificate, and a corrected certificate must be furnished to the City prior to any use of City facilities.
14. If a corrected insurance certificate and appropriate application or permit is not received by the City of Lodi prior to the use of City facilities, the City will not allow the facilities to be used, and any agreement or contract entered into will become null and void.



RESOLUTION NO. 99-16

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE  
AGREEMENT BETWEEN THE CITY OF LODI AND TOKAY RADIO  
CONTROL MODELERS FOR USE OF PIXLEY PARK SITE, AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

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BE IT RESOLVED that the Lodi City Council does hereby approve the Agreement between the City of Lodi and Tokay Radio Control Modelers for the use of Pixley Park site; and

BE IT FURTHER RESOLVED that the term of this Agreement will cover the period of February 3, 1999 through December 31, 2002; and

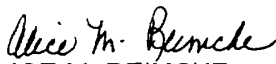
BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the agreement on behalf of the City of Lodi.

Dated: February 3, 1999

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I hereby certify that Resolution No. 99-16 was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 3, 1999 by the following vote:

AYES:	COUNCIL MEMBERS – Hitchcock, Mann, Nakanishi, Pennino and Land (Mayor)
NOES:	COUNCIL MEMBERS – None
ABSENT:	COUNCIL MEMBERS – None
ABSTAIN:	COUNCIL MEMBERS – None

  
ALICE M. REIMCHE  
City Clerk